

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IRINA PALACIOS,
Plaintiff,

v.

NASSAU LIFE AND ANNUITY
COMPANY d/b/a NASSAU LIFE
AND ANNUITY INSURANCE
COMPANY; NASSAU LIFE
INSURANCE COMPANY OF
TEXAS; and DOES 1 to 50.

Defendants.

Case No. 2:24-cv-04423-HDV-JC

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. Further, as set forth in Section 12.3,

1 below, this Protective Order does not entitle the parties to file confidential
2 information under seal. Rather, when the parties seek permission from the court to
3 file material under seal, the parties must comply with Civil Local Rule 79-5 and
4 with any pertinent orders of the assigned District Judge and Magistrate Judge.

5 B. GOOD CAUSE STATEMENT

6 Plaintiff seeks recovery from Defendant for benefits under a disability
7 insurance policy. Plaintiff alleges that she is totally disabled under the policy, which
8 requires an inquiry into the Plaintiff's current and past medical history as well as her
9 finances. Accordingly, this action will require the production of Plaintiff's
10 confidential medical records. It will also require the production of Plaintiff's non-
11 public financial records, such as tax returns and other materials regarding Plaintiff's
12 income.

13 Additionally, Plaintiff may seek discovery from Defendant regarding
14 Defendant's commercial, financial, technical and/or proprietary information for
15 which special protection from public disclosure and from use for any purpose other
16 than prosecution of this action is warranted. Such confidential and proprietary
17 materials and information consist of, among other things, confidential business or
18 financial information, information regarding confidential business practices, or other
19 confidential research, development, or commercial information (including
20 information implicating the privacy rights of third parties), information otherwise
21 generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case decisions,
23 or common law.

24 In light of the nature of the claims and allegations in this case and the parties'
25 representations that discovery in this case will involve the production of confidential
26 records, and in order to expedite the flow of information, to facilitate the prompt
27 resolution of disputes over confidentiality of discovery materials, to adequately
28 protect information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in connection with
2 this action, to address their handling of such material at the end of the litigation, and
3 to serve the ends of justice, a protective order for such information is justified in this
4 matter. The parties shall not designate any information/documents as confidential
5 without a good faith belief that such information/documents have been maintained
6 in a confidential, non-public manner, and that there is good cause or a compelling
7 reason why it should not be part of the public record of this case.

8 2. DEFINITIONS

9 2.1 Action: *Palacios v. Nassau Life and Annuity Company, et. al.*, U.S.
10 District Court, Central District of California Case No. 2:24-cv-04423-HDV-JC

11 2.2 Challenging Party: a Party or Non-Party that challenges the
12 designation of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
16 the Good Cause Statement.

17 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”
18 Information or Items: extremely sensitive “CONFIDENTIAL” Information or
19 Items, the disclosure of which to another Party or Non-Party would create a
20 substantial risk of serious harm that could not be avoided by less restrictive means.

21 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.6 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
26 ONLY.”

27 2.7 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.8 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the Action who has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this Action.

6 2.9 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party, and includes support staff.

15 2.12 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.14 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.15 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
26 ATTORNEYS’ EYES ONLY.”

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any testimony, conversations, or presentations by Parties or their Counsel
6 that might reveal Protected Material other than during a court hearing or at trial.

7 Any use of Protected Material during a court hearing or at trial shall be
8 governed by the orders of the presiding judge. This Order does not govern the use
9 of Protected Material during a court hearing or at trial.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
15 or without prejudice; and (2) final judgment herein after the completion and
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept
27 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions), that the Producing Party affix
17 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
18 ATTORNEYS' EYES ONLY" to each page that contains protected material. If
19 only a portion or portions of the material on a page qualifies for protection, the
20 Producing Party also must clearly identify the protected portion(s) (e.g., by making
21 appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
27 EYES ONLY." After the inspecting Party has identified the documents it wants
28 copied and produced, the Producing Party must determine which documents, or

1 portions thereof, qualify for protection under this Order. Then, before producing the
2 specified documents, the Producing Party must affix the “CONFIDENTIAL”, or
3 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” legend to each page
4 that contains Protected Material. If only a portion or portions of the material on a
5 page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party must
8 identify the Disclosure or Discovery Material being designated as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” on the record, before the close of the deposition.

11 Transcript pages containing Protected Material must be separately bound by
12 the court reporter, who must affix to the top or bottom of each such page the
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY” legend as instructed by the Designating Party. Alternatively, the
15 Designating Party may designate testimony as containing “CONFIDENTIAL” or
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items
17 by written notice to all parties to the Action within thirty (30) days of the
18 Designating Party’s receipt of the deposition transcript. All deposition transcripts in
19 their entirety, shall be deemed to have been designated as containing
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
21 ONLY” Information or Items until thirty (30) days after the court reporter serves a
22 copy of the deposition transcript on all relevant parties and non-parties.

23 (c) for information produced in some form other than documentary and
24 for any other tangible items, that the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information is stored the
26 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
27 EYES ONLY.” If only a portion or portions of the information warrants protection,
28 the Producing Party, to the extent practicable, shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding shall be on
14 the Designating Party. The burden of persuasion in any challenge related to a Non-
15 Party's designation of Protected Material shall be on the Challenging Party.
16 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
17 impose unnecessary expenses and burdens on other parties) may expose the
18 Challenging Party to sanctions. Unless the Designating Party has waived or
19 withdrawn the confidentiality designation, all parties shall continue to afford the
20 material in question the level of protection to which it is entitled under the
21 Producing Party's designation until the Court rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending, or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Order. When the Action has been terminated, a
28 Receiving Party must comply with the provisions of Section 13 below.

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action,
13 which necessarily includes witnesses being presented for deposition or at trial as
14 well as individuals assisting with preparing discovery responses;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A); and (2) they will not be permitted to keep any confidential information

1 after the deposition, unless otherwise agreed by the Designating Party or ordered by
2 the court. Pages of transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material may be separately bound by the court reporter and may
4 not be disclosed to anyone except as permitted under this Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the Designating Party, a Receiving Party may disclose any information or
10 item designated “HIGHLY CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
12 as employees of said Outside Counsel of Record to whom it is reasonably necessary
13 to disclose the information for this Action;

14 (b) Experts (as defined in this Order) of the Receiving Party to whom
15 disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) the court and its personnel;

18 (d) court reporters and their staff;

19 (e) professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary for this Action and who have
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (f) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information; and

24 (g) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

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8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order unless prohibited by law and shall be sent no later than five (5) court days after receipt of the subpoena or order to issue;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission, or unless otherwise required by the law or court order. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Protective
17 Order in this Action, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and

19 (3) make the information requested available for inspection by the
20 Non-Party, if requested.

21 (c) If a Non-Party represented by counsel fails to commence the process
22 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
23 notice and accompanying information or fails contemporaneously to notify the
24 Receiving Party that it has done so, the Receiving Party may produce the Non-
25 Party’s confidential information responsive to the discovery request. If an
26 unrepresented Non-Party fails to seek a protective order from this court within 14
27 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court or
4 unless otherwise required by the law or court order. Absent a court order to the
5 contrary, the Non-Party shall bear the burden and expense of seeking protection in
6 this court of its Protected Material.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Protective Order, the Receiving Party must immediately (a) notify in writing the
11 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
12 all unauthorized copies of the Protected Material, (c) inform the person or persons to
13 whom unauthorized disclosures were made of all the terms of this Order, and
14 (d) request such person or persons to execute the “Acknowledgment and Agreement
15 to Be Bound” (Exhibit A).

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
17 OTHERWISE PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other protection,
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
24 (e), insofar as the parties reach an agreement on the effect of disclosure of a
25 communication or information covered by the attorney-client privilege or work
26 product protection, the parties may incorporate their agreement into this Protective
27 Order.

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1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. No Party waives any right it
5 otherwise would have to object to disclosing or producing any information or item
6 on any ground not addressed in this Protective Order. Similarly, no Party waives
7 any right to object on any ground to use in evidence of any of the material covered
8 by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
11 orders of the assigned District Judge and Magistrate Judge. Protected Material may
12 only be filed under seal pursuant to a court order authorizing the sealing of the
13 specific Protected Material at issue. If a Party's request to file Protected Material
14 under seal is denied by the court, then the Receiving Party may file the information
15 in the public record unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in Section 4, within 60
18 days of a written request by the Designating Party, each Receiving Party must return
19 all Protected Material to the Producing Party or destroy such material. As used in
20 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
21 summaries, and any other format reproducing or capturing any of the Protected
22 Material. Whether the Protected Material is returned or destroyed, the Receiving
23 Party must submit a written certification to the Producing Party (and, if not the same
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
25 (by category, where appropriate) all the Protected Material that was returned or
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or capturing any
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 4.

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED.

Dated: May 15, 2025

KALOUSTIAN LAW GROUP, APC.

By: /s/ Judith P. Chamussy
Harry S. Kaloustian
Judith P. Chamussy

Attorneys for Plaintiff
IRINA PALACIOS

Dated: May 15, 2025

McDOWELL HETHERINGTON LLP

By: /s/ Colleen Flaherty
Colleen T. Flaherty
Andrew R. Kasner

Attorneys for Defendant
NASSAU LIFE AND ANNUITY
COMPANY

IT IS SO ORDERED.

DATED: May 22, 2025

/s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Protective Order that was issued by the
United States District Court for the Central District of California on May 22, 2025 in
the case of *Palacios v. Nassau Life & Annuity Company, et. al.*, U/S/ District Court,
Central District of California Case No. 2:24-cv-04423-HDV-JC. I agree to comply
with and to be bound by all the terms of this Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____